

EXHIBIT B

COLLECTIVE BARGAINING AGREEMENT

between

NEW YORK UNIVERSITY

and

LOCAL ONE
SECURITY OFFICERS UNION

July 1, 2012 - June 30, 2018

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Agreement made this 20 day of May, 2013 by and between New York University (hereinafter referred to as the "Employer") and Local One Security Officers Union (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative of all full-time, and regular part-time, Security Officers and Security Specialists now employed or who shall be employed during the term of this agreement at its facility, except for those Security Officers employed at the New York University Medical Center pursuant to the certification issued by the National Labor Relations Board on January 31, 1997 in Case No. 2-RC-21767. Merchandise Control Assistants working in the NYU bookstores are not covered by this collective bargaining agreement.

Wherever by chance masculine gender pronouns are used throughout this Agreement, they are for convenience only and are meant as well to refer to the feminine gender without distinction.

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ARTICLE 2 - UNION SECURITY

A. All security officers who are employed by the Employer on the date of the signing of this agreement who are members of the Union shall maintain their membership in the Union in good standing during the term of this agreement as a condition of continued employment. All security officers employed by the Employer on the date of the signing of this agreement who are not members of the Union shall become members of the Union within thirty (30) days after the signing date of this agreement and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. All security officers hired by the Employer after the date of the signing of this agreement shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

B. For the purpose of this Article, a security officer shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and the initiation fee uniformly required as a condition of membership by the Union.

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Initiation fees shall be required from Security Officers and Security Specialists hired after June 30, 1997.

ARTICLE 3 - CHECK-OFF

A. Upon receipt of written authorization from a security officer signed by the security officer in the form annexed hereto as Appendix F, the Employer does hereby agree that it will, pursuant to such authorization, deduct from the wages due said employee in the first pay period of each month, starting September 1, 1997 and thereafter on the first pay period of the month following the completion of the security officer's first thirty (30) days of employment and remit to the Union not later than the 20th day of the same month the regular monthly dues and initiation fees due to the Union. The Employer agrees that such deductions shall constitute trust funds. Security officers who do not sign written authorization for a deduction of dues and initiation fees from their wages must adhere to the same payment procedures by making payments directly to the Union. An Employee who fails to maintain membership in good standing as required by this Article shall within twenty calendar days following receipt of a written demand from the Union requesting his/her discharge be discharged.

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B. The Employer shall be relieved from making such "check-off" deductions from wages of security officers upon (a) termination of employment or, (b) transfer to a job other than one covered by the bargaining unit or, (c) laid off from work, or leave of absence or, (d) revocation of the check-off authorization within its terms or applicable law.

C. Each month the Employer shall remit to the Union a list of all employees from whom dues and/or initiation fees have been deducted.

D. The Employer agrees to furnish to the Union each month a list of the names of newly hired security officers, their addresses, University identification numbers, and their date of hire. The Employer shall also furnish to the Union each month a list of names of terminated employees together with their dates of termination and names of employees on leaves of absence. The University will make a reasonable effort to provide all information through a mutually agreed upon method of electronic transfer to the Union or its designee. The University is not obligated to purchase additional equipment or incur substantial additional cost.

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E. If a signatory does not revoke his authorization at the end of a year following the date of such authorization or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of such authorization irrevocable for another year or until the expiration of the next succeeding contract, whichever is earlier.

F. It is agreed that the Employer assumes no obligation financial or otherwise arising out of the provisions of this Article and the Union hereby agrees that it will indemnify and hold the Employer harmless for any claims, actions or proceedings by any employee arising from the deductions made by the Employer hereunder. Once the funds are submitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

G. For the purpose of determining the Employees who should be members of the Union and to insure that the terms of this agreement are being complied with, the Union shall have the right to inspect the Employer's Social Security reports and all payroll and tax records, concerning covered employees and any other record of their employment and the Employer shall make

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such records available to the Union during normal business hours upon reasonable notice.

ARTICLE 4 - NO STRIKE OR LOCKOUT

A. There shall be no work stoppage, strike, picketing, sympathy strike, refusal to cross picket lines, or lockout during the term of this Agreement.

B. The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end the violation.

ARTICLE 5 - HOURS OF WORK

A. The regular work week shall consist of forty (40) hours divided into five (5) days of eight hours each. All shifts will be scheduled over 8 $\frac{1}{2}$ hours with a one half hour unpaid meal break. The first fifteen (15) minutes of each shift will be used for the purpose of roll call. Employees will not be required to perform any duties during the last fifteen (15) minutes of their shift, but will be permitted to return to the locker room to change their clothes and return equipment. At any time during said fifteen (15) minutes, Employees will be permitted to leave the premises, but will be credited with the

full fifteen (15) minutes. During the thirty (30) minute unpaid meal break, the Employees may leave the premises or their post.

B. If a meal break is interrupted or diminished for the purpose of performing duties at the Employer's request, the Employee shall be paid time and one half for the entire thirty (30) minutes. This does not include communication checks or voluntary acts not requested by the Employer.

C. Every Employee shall be entitled to two (2) consecutive days off in each work week. Insofar as possible these days shall be Friday and Saturday or Saturday and Sunday, or Sunday and Monday. (The Employer agrees to make every effort to extend this provision to all employees as soon as possible in keeping with normal operating requirements.)

D. Overtime shall be paid for at the rate of time and one-half for all hours worked by the Employees covered by this Agreement in excess of eight (8) hours per day and forty (40) hours per week. Paid sick leave and unpaid absences shall not be considered as time worked for the purpose of computing overtime.

E. The hourly rates relating to all employees covered by this Agreement shall be computed by dividing the wages received for the regular work week by forty (40). No full-time Employee shall have his regular working hours reduced in order to effect a corresponding reduction in pay.

F. Any Employee called in to work for any time not consecutive with his regular schedule shall be guaranteed four (4) hours of work. Employees called to work in emergencies are paid for all time (less any designated meal break) after arrival until dismissal.

G. Except for emergencies or other exigencies, overtime work assignments will be filled by requesting volunteers. If less volunteer than are needed or none volunteer, assignments will be made in order of least seniority. Except for emergencies or if all the bargaining unit employees have worked the limit (16 hours of mandatory overtime), employees will not be required to work more than sixteen (16) hours of mandatory overtime per calendar week. If an employee has worked the maximum number of hours permitted (16 hours of mandatory overtime), the next employee with the least seniority will be assigned the mandatory overtime. At its discretion, the

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Employer may assign the least senior on the particular shift or the least senior in the bargaining unit from the available work force. Employees on vacation, sick leave, bereavement leave, jury duty, and leave of absence are not included in the available work force. The Employer will make a good faith effort to assign mandatory overtime to employees who are already on duty.

H. The Employer will make a good faith effort to distribute overtime in a fair manner among volunteers and to equalize the opportunity to work overtime.

I. Employees must be in uniform at the commencement of roll call (i.e., 6:45 a.m., 2:45 p.m. and 10:45 p.m.). Employees will continue to receive the current two minute grace period until their roll call is conducted at 7 Washington Place.

J. The following procedure shall be followed with regard to Security Officers who are assigned overtime for the purpose of providing coverage for meal breaks. If the Employer decides that overtime is necessary it will solicit volunteers. However, if there are not a sufficient number, the Employer will assign the remaining overtime. The overtime shall be consecutive with the Security Officer's tour and scheduled as follows:

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1. The required number of Security Officers on the first platoon (11 p.m. to 7 a.m. shift) shall be assigned six hours of overtime to cover meal periods from 10:30 a.m. to 1 p.m.
2. The required number of Security Officers on the second platoon (7 a.m. to 3 p.m.) shall be assigned five and one half hours of overtime to cover meal periods from 5:30 p.m. to 8:30 p.m.
3. The required number of Security Officers on the third platoon (3 p.m. to 11 p.m. shift) shall be assigned six hours of overtime to cover meal periods from 1:30 a.m to 5 a.m.

When Security Officers are not covering meal periods during these overtime assignments, they will be assigned to perform other usual Security Officer duties.

The Security Officers assigned this overtime will receive an \$8.00 meal allowance but will not get an additional meal break. The meal allowance is raised to \$12.00 effective July 1, 2013 and \$14.00 effective July 1, 2016.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. In the event of any labor dispute or difference between the Employer and the Union respecting any of its members employed by the Employer or the Employer and the Union as to the

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meaning, application, or operation of any provision of this Agreement, such dispute or difference shall be processed in accordance with the following procedure.

Step 1. The aggrieved Employee and/or Union representative shall request a meeting with the Employer's representative. The meeting must take place within ten (10) working days of the request. If such meeting does not take place within this time frame or if the Employer does not respond within ten (10) working days of the meeting, the Union may proceed to Step 2.

Step 2. If following Step 1, the grievance has not been satisfactorily resolved, the Employee and/or Union official shall meet with the Director of Labor Relations, or his representative, within ten (10) working days following the referral of the grievance to Step 2. The Employer may initiate grievances at Step 2. A response at Step 2 must be made within ten (10) working days.

Step 3. If either party is not satisfied with the response to Step 2, it may proceed to Arbitration. The parties shall request arbitration by giving notice to that effect to the American Arbitration Association with a copy to the other party. The grievance may be taken to arbitration within thirty (30) days of the receipt of the Step 2 response. This time limit is of the essence.

B. The Union and the Director of Labor Relations shall attempt to choose the Arbitrator within five (5) days of a request to arbitrate. If they fail to designate an Arbitrator within the designated time period, the selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

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C. The Arbitrator's award shall be made within thirty (30) days after the hearing closes unless by mutual consent, the time of the hearing and the decision are extended. If a party defaults in appearing before the Arbitrator after due written notice, the award may be rendered upon the testimony of the other party.

D. Any grievance shall be presented to the Employer in writing within thirty (30) calendar days of its occurrence. Grievants attending grievance hearings and arbitrations shall be paid their regular scheduled hours during such attendance.

E. No more than one adjournment shall be granted by the Arbitrator without the consent of the opposing party. The party requesting an adjournment shall pay any late notice payments due the arbitrator.

F. In the event that the Union appears at an arbitration without the grievant, the Arbitrator shall conduct the hearing, provided it is not adjourned. The Arbitrator shall decide the case based upon the evidence adduced at the hearing.

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G. All grievances or requests for documents are brought or requested by the Union alone and must be submitted in writing by the Union President or his/her designee.

H. Arbitration expenses shall be borne equally by the parties, except as provided for in paragraph E.

ARTICLE 7 - HOLIDAYS AND PERSONAL DAY

A. The following shall be paid holidays.

New Year's Day	Thanksgiving Day
Martin Luther King Jr.'s Birthday	Day after Thanksgiving
Presidents Day	Day before Christmas*
Memorial Day	Christmas Day
Independence Day	Day after Christmas
Labor Day	Day before New Year's Day*

* If the University is open on either of these days, the Employer may substitute another day falling between Christmas and New Year's Day.

B. Employees working on any such holiday shall be paid a day's pay for said holiday and in addition shall be paid one additional day's pay at the rate of time-and-one-half.

C. Employees entitled to vote, but required to work on Election Day, shall be permitted time off to vote in accordance

with the provisions of section 226 of the New York State Election Law.

D. Any Employee who is ill in any work week in which a holiday occurs, but who has worked the next regularly scheduled day immediately following such holiday, shall be entitled to pay for such holiday.

E. Schedules shall be arranged so that all Employees shall rotate on holidays so far as is practical. The roster of employees assigned to work on a holiday shall be posted at least two weeks in advance of the holiday.

F. If Federal Law designates a date other than the calendar date of one of the above listed holidays for the observance of the holiday, the date designated by law shall be considered the holiday.

G. Personal day - Once during each calendar year an employee may exchange a sick leave day from his bank, accrued during previous years (not one of the 12 days earned in the current year), for a personal day. The personal day must be scheduled in advance by mutual agreement of the supervisor and

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employee. Permission will not be withheld unreasonably but a supervisor may refuse to allow a personal day during a peak work load period (e.g. Commencement Day, Grad Alley, Check in Day, the first several weeks at the beginning of the fall semester), or if less than one week notice is given.

ARTICLE 8 - VACATIONS

A. The Employer will grant vacations to all regular full-time Employees covered by the Agreement based on the following vacation eligibility schedule:

Employees who have worked 6 months	--	3 days
Employees who have worked 1 year	--	2 weeks
Employees who have worked 5 years	--	3 weeks
Employees who have worked 8 years	--	4 weeks
Employees who have worked 15 years	--	22 days
Employees who have worked 25 years	--	5 weeks

B. Eligibility for vacation will be based on Employees' anniversary hiring date and seniority. When compatible with operational needs, choice of vacation period shall be according to seniority. The Employer may schedule vacations throughout the calendar year and shall determine the number of Employees who can be absent on vacation at any one time. In scheduling their vacations, employees may choose to take all of their vacation in a continuous block of time, unless the time is not available because it was chosen by employees with more

seniority. Employees must submit their request by February 1 and the vacation schedule will be posted by March 1.

C. There shall be no accrual of vacation credit during an unpaid leave of absence in excess of thirty (30) days.

D. If a holiday falls during the Employee's vacation period, the Employee will receive an additional day's pay at straight time therefore or, at the option of the Employee, an extra day off within ten (10) working days immediately preceding or succeeding the Employee's vacation period.

E. Employees covered by this Agreement shall receive actual vacations and no Employee covered by this Agreement shall be required to accept vacation pay in lieu of vacation periods except as provided in paragraph D above.

F. Vacation pay shall be paid prior to actual commencement of the vacation periods, if requested.

G. Any Employee, including a part-time Employee, whose employment is terminated for any reason, except for a criminal act, shall be entitled to a pro rata vacation allowance,

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computed on his length of service as provided in the vacation schedule hereinabove set forth, and the elapsed period from his previous anniversary date of employment.

H. No Employee who leaves his/her position of his/her own accord shall be entitled to his/her accrued vacation credits, unless he/she gives five (5) working days termination notice.

I. Any Employee who has worked at least six (6) months before leaving his/her job shall be entitled to the vacation allowance provided in paragraph A minus any vacation days previously taken that were based on that allowance.

J. Part-time workers regularly employed shall receive proportionate allowances on the basis of the average number of hours per week they are employed.

K. By mutual agreement, an employee may take two week's pay at straight time in lieu of two weeks of vacation. Requests to take pay in lieu of vacation must be submitted during the first fifteen days of the quarter in which the vacation is scheduled. When the starting date of the vacation falls during the first month of the quarter (January, April, July, and

October), however, requests may be submitted fifteen days prior to the starting date of the vacation.

ARTICLE 9 - LEAVE OF ABSENCE

A. Once during the term of this Agreement, upon written application to the Employer and the Union, a regular full-time Employee who has been employed by the Employer for five (5) consecutive years or more shall be granted a leave of absence without pay (conditioned upon the requirement that the Union provides a satisfactory replacement if requested to do so by the Employer) not to exceed six 6 months subject to extension, upon appropriate medical certification, for a period not to exceed an additional six (6) months, in case of bona fide illness or injury whether or not covered by the New York State Workers' Compensation Law. When during such a leave, such Employee is medically certified by the University Health Service to be physically and mentally able to resume work, he shall, on one (1) week written notice to the Employer, then be re-employed with no loss of seniority.

B. Once in every five (5) years, upon six (6) weeks written application to the Employer, a regular full-time Employee who has been employed by the University for five (5)

years or more shall be granted a leave of absence without pay for personal emergency reasons not to exceed three (3) months, (conditioned on the requirement that the Union provides a satisfactory replacement if requested to do so by the Employer). This leave shall not be taken in conjunction with vacation. Upon the Employee's return to work, he/she shall be re-employed with no loss of seniority. In the event such Employee fails to return to work upon the expiration of such a leave, he/she shall be regarded as terminated.

C. An Employee shall be entitled to a two (2) week leave of absence without pay for paternity/maternity leave. The leave must be taken immediately following the birth or adoption of the child.

D. All employees returning from a leave of absence (as set forth in paragraphs A and B or an FMLA leave of four weeks or more) must consent to take and must pass a drug screening consistent with the procedure set forth in Article 29.

E. Any employee who performs service pursuant to the Uniformed Service Employment and Reemployment Rights Act of 1994, as amended, will be granted all rights as provided by law.

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ARTICLE 10 - SEVERANCE PAY

A. In the event of severance of employment by reason of layoff, all regular full-time Employees covered by this Agreement shall be paid, in addition to any accrued vacation allowance, a severance allowance of one (1) week's pay for each full year of service with the Employer. However, in no event, shall an Employee receive in severance allowance an amount in excess of that which he would receive for the maximum unemployment allowance provided under the New York State Unemployment Insurance Laws.

B. This Article 10 shall be applicable only to those Employees on payroll as of September 1, 1972. With respect to all Employees hired subsequent to that date, the provisions of Appendix "B", attached hereto, shall govern.

ARTICLE 11 - SICK CALL

Employees unable to report to work because of sickness shall call in two (2) hours in advance.

ARTICLE 12 - SICK LEAVE

A. The Employer shall pay sick pay to Employees during any bona fide absence due to illness or accident based on the

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following sick leave plan, in the amount of his/her regular daily wage.

B. All current and new Employees will receive one (1) sick day after six (6) months of employment, one (1) day after nine (9) months of employment, and one (1) day after 12 months of employment. After 13 months every Employee will accrue one (1) sick day per month up to a maximum of 12 days per year.

C. An Employee shall be permitted to accrue a maximum total of one hundred (100) days of sick leave, including days previously accrued under these provisions.

D. In the event an Employee has not returned to work at the time his/her full accrued credits are exhausted, or if such credits are exhausted by the fifth day of absence, he/she shall then be entitled to the same benefits and to the same extent as are provided under the New York State Disability Law. Sick leave benefits are integrated with the New York Disability Benefits in that the twenty-six (26) week disability payment period prescribed by Law begins after the waiting period of five (5) working days, whether or not the Employee is using sick leave credits.

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E. In cases involving injuries or occupational diseases covered by the New York State Workers' Compensation Act, Employees may use accumulated sick leave during their first week of absence.

F. All payments hereinabove set forth in this Article are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this Agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions. In the event the provisions of this sick leave plan shall be found to be unenforceable or contrary to law, the parties shall negotiate an equivalent plan and, if unable to agree, shall submit such matter to arbitration under this Agreement; but in no event shall any substitute plan be less favorable to Employees than the plan hereinabove set forth.

G. Any Employee who becomes injured during working hours shall receive the rest of the day off without loss of pay or deduction from sick leave, provided that the injury is such that the Employer orders the Employee not to return to work. In such

case, the Employee must report to the University's Health Service or any Hospital Emergency Room.

H. Any Employee who has a perfect attendance record for the calendar year shall receive an attendance bonus of \$350.00, (\$500.00 for each subsequent consecutive year of perfect attendance) to be paid in a separate check.

I. Employees eligible for sick leave credit shall receive a day's regular pay for each day of sick leave not taken from the sick leave days accrued by the Employee during that calendar year. Such payment shall be made to the Employee prior to the end of January for the following calendar year (i.e., prior to the end of January 2008 for sick leave days earned but not used in 2007). Employees are not entitled to be paid for sick leave accrued in previous years: An employee who is out on sick leave 12 or more days in a calendar year is not entitled to any payment under this provision. Pay under this provision may be declined by the Employee, in which case sick leave days not taken during the calendar year shall accrue to the Employee in accordance with Section C of this Article. Payments under this provision shall be made in a separate check.

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J. Any employee who has used his/her entire sick leave benefit and who has an extended disability may, upon request, receive a lump sum payment for his/her accrued unused vacation or any portion thereof.

ARTICLE 13 - LAYOFF AND DISCHARGE

A. In the event of layoffs of Employees covered by this Agreement, seniority in employment shall prevail whenever compatible with work requirements, which compatibility shall be judged solely by the Employer.

B. The Employer shall be free to dismiss any Employee for just cause, subject to Article 6. The Employer may not use any documents contained in any Employee's personnel file as evidence in an arbitration proceeding involving discharge or discipline unless the Employee had been given a copy of such document or documents within a reasonable time after the same was placed in the Employee's personnel file. The employee must sign an acknowledgement of receipt of such disciplinary notice or work related documents or be subject to disciplinary action. Any such documents must contain the following statement in bold face:

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I am signing this document for the sole purpose of confirming that I have received a copy. I reserve the right to contest it through the grievance procedure or any other legal forum.

C. In the event of a reduction in force, the Employer may not require any of the remaining Employees to perform more work. The Employer may change duties and schedules as provided in Article 14, paragraph B.

ARTICLE 14 - WAGES

A. The applicable wage scales are as shown in Appendix "A" attached hereto.

B. There shall be no lowering of any standards of working conditions of any Employee in the employ of the Employer as a result of this Agreement. All Employees enjoying higher wages, higher benefits or better working conditions than provided for herein, either pursuant to a prior collective bargaining agreement or otherwise, shall continue to enjoy at least the same, with the exception that the Employer may make reasonable changes in schedules and assignments to meet operational, budgetary or legal needs. Except in emergencies, the Union shall be given one (1) week notice of any changes in schedules.

C. (1) Drivers when assigned to drive a Protection Department Motor Vehicle, shall receive an additional \$0.25 per hour. Except in emergencies, at least one security officer per tour shall be assigned to drive a vehicle. Scooters and bicycles are treated differently. A security officer who volunteers and is assigned to drive a three wheeled scooter vehicle shall receive an additional fifty cents (\$0.50) per hour. A security officer who volunteers and is assigned to operate a bicycle shall receive an additional thirty cents (\$0.30) per hour. Assignment of Security Officers and Security Specialists to scooters or bicycles is not required.

(2) Effective July 1, 2013, Security Officers assigned to operate a motor vehicle, scooter or bicycle shall receive an additional one dollar (\$1.00) per hour, in lieu of the amounts in the above paragraph.

D. If a security officer works twelve (12) consecutive hours, he/she shall be entitled to an additional meal break and a \$8.00 meal allowance. The meal allowance is raised to \$12.00 effective July 1, 2013 and \$14.00 effective July 1, 2016.

E. Any Employee required to perform a higher rated bargaining unit job as a temporary assignment of one work day or

more, shall be paid the then current contractual rate of pay for the higher rated job provided the following conditions have been met:

1. The Employee must have been assigned at the specific request of the Employer.
2. The Employee must actually perform those duties normally undertaken by an Employee holding the job he/she is filling on a temporary basis.

F. For the period July 1, 2012 - June 30, 2013, employees shall receive a shift differential of \$1.12 per hour only for hours worked between 5:00 pm and 11:00 pm and \$1.25 per hour only for hours worked between 11:00 pm and 5:00 am. Shift differential pay is not included in the overtime rate (e.g. an employee earning \$12 per hour who is working overtime will be paid \$18 per hour plus the shift differential for hours worked between 5:00 pm and 11:00 pm but only \$18 per hour for all other hours worked).

Effective July 1, 2013, the shift pay differential schedule shall be as follows:

<u>5:00 pm - 11:00 pm</u>	<u>11:00 pm - 5:00 am</u>
July 1, 2013 - \$1.25	\$1.40
July 1, 2015 - \$1.50	\$1.70
July 1, 2017 - \$1.70	\$1.85

G. (1) Security officers with fire safety certificates will be paid \$0.75 per hour over the hourly rate if required to

perform Fire Safety Director (FSD) or Deputy Fire Safety Director (DFSD) duties. The payments shall be retroactive to the date the employee became certified in a building or July 1, 1996 whichever is later. Effective July 1, 2013, the differential is raised to \$1.50 per hour.

(2) The University shall pay any license or renewal fees for FSD.

(3) (i) A Security Officer at the job rate who is certified and assigned as both FSD and Emergency Action Plan (EAP) director will receive Security Specialist pay for all such time assigned.

(ii) A Security Officer who is not at the job rate who is certified and assigned as both FSD and EAP Director will receive the Security officer job rate for all such time assigned.

(4) The University will pay for any required Fire Guard Training.

H. Security officers will retain any overtime credit they received as of May 14, 1997 for working in a dormitory.

I. (1) Security Officers assigned to duties as a Field Training Officer (FTO) shall receive a pay differential as follows:

<u>Effective</u>	<u>Differential Per Hour</u>
July 1, 2012	\$0.85
July 1, 2013	\$1.00

(2) Effective July 1, 2013, Security Officers assigned to Dispatcher duties shall receive an additional \$2.00 per hour.

(3) Employees assigned to wear business attire for three (3) days or more in any calendar month shall receive a cleaning allowance of \$20.00.

J. Paychecks shall include overtime earned during the period covered by the check.

ARTICLE 15 - MANAGEMENT RIGHTS

A. The operation and management of the University and the supervision and direction of the employees are and shall continue to be solely and exclusively the functions and prerogatives of the University. All of the rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit

provisions of this Agreement are reserved and retained by the University, including the right to select and hire all employees, to suspend, discipline or discharge them for just cause, to promote them to supervisory or other positions, to assign, transfer, supervise and direct all working forces, to maintain discipline (subject to just cause) and efficiency among them, to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the activities, and to exercise the other customary functions of the University for carrying on of its business and operations, are recognized as vested exclusively in the University.

B. The right of the Employer to make reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the plant and to require compliance therewith by employees is recognized, provided employees are notified of the rules and regulations. The Union reserves the right to contest the reasonableness and application of the Employer's rules and regulations through the grievance procedure, nor does this Article constitute a waiver of the

Union's rights to bargain collectively under Section 8(d) of the National Labor Relations Act including midterm changes.

ARTICLE 16 - REPLACEMENTS, PROMOTIONS

Preference shall be given to those Employees already employed in making promotions, filling vacancies and filling newly created jobs covered by this Agreement. Such promotions and replacements shall be based on an evaluation of all relevant factors including experience, training, skill, ability, efficiency, physical fitness, attendance record, work record, appearance and personality for that particular job. Where the evaluations are relatively equal, seniority shall govern.

ARTICLE 17 - DISCRIMINATION

There shall be no discrimination as defined by applicable Federal, New York State and New York City laws, against any present or future Employee by reason of race, color, creed, religion, national origin or citizenship status, sex, marital status, sexual orientation, age, physical or mental disability or Union membership.

ARTICLE 18- REDUCING FORCE AND RECALL

A. In reducing force, the Employer shall give Employees who have been employed for one (1) year or more, in addition to their accrued vacation credits and termination pay, if any, at

lease one (1) week notice of layoff or in lieu thereof, an additional week's pay.

B. In cases involving the layoff of an Employee who has been employed for one (1) year or more, the Union shall be given at least two (2) weeks advance written notice.

C. Any Employee employed for one (1) year or more and who is laid off, shall have the right of recall, provided that the period of layoff does not exceed six (6) months. Recall shall be in the reverse order of laid-off Employees' seniority (i.e., the most recently terminated Employee shall have the first right of recall).

D. The Employer shall notify by certified mail, return receipt requested, laid-off Employees at their last known address, of any job vacancy and a copy of this notice shall be sent to the Union. The Employee shall then be given seven (7)

days from the date of the mailing of the letter in which to express in person or by registered or certified mail their desire to accept the available job. Upon reemployment, full seniority status, shall be credited to the Employee. Any Employee who received termination pay and, is subsequently rehired shall retain said termination pay and for purpose of future termination pay shall receive the difference between what he/she has received and what he/she is entitled to if subsequently terminated at a future date. Any vacation moneys paid shall be credited to the Employer against the current vacation entitlement.

ARTICLE 19 - JURY DUTY

A. Employees called for jury duty shall receive, for each day of the work week that they are required to qualify, report or serve on a jury, the difference between eight (8) hours of straight-time pay and their per diem compensation for jury service, up to a maximum of four (4) weeks in each calendar year. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Human Resources Office of the Employer and the Employer may request that the Employee be excused or exempted from such jury duty, if, in the

opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

B. Employees who serve on a jury shall not be required to work any shift during such day.

C. Employees who perform jury duty on their days off are not entitled to benefits under this provision for such days, or to have their schedules changed.

ARTICLE 20 - BEREAVEMENT PAY

Employees with at least one (1) year of employment in the bargaining unit shall not be required to work but shall be paid their regular straight-time wages for their next three (3) working days immediately following the death of their parent, grandparent, parent-in-law, brother, sister, spouse, child or registered domestic partner.

ARTICLE 21 - SUBCONTRACTING

The Employer shall not make any agreement or arrangement for the performance of work and/or for the categories of work heretofore performed by Security Officers covered by this

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Agreement except within the provisions and limitations set forth below:

A. The Employer may contract out, without restriction; temporary work such as security for special events, buildings under construction, and funds accumulated during peak periods; and security work at the following locations: Sterling Forest, Midtown Center, Norman Thomas High School, D'Agostino Hall, Mercer Street Residence, Silver Towers, the Woolworth Building and School of Continuing and Professional Studies locations away from the Washington Square vicinity*.

B. In addition, the Employer may contract out for up to a total of seven percent of the full time employees plus the full time equivalent of part time employees (computed by dividing the base hours of all part time employees by 40) in the bargaining unit. For example, if there are 300 full time employees in the bargaining unit (including the full time equivalent of part time employees), the Employer may contract out for a total number of hours equal to 21 full time positions (i.e., 840 hours) per week. Overtime will not be counted in computing the full time

* The Washington Square vicinity is defined as the area in Manhattan from the East River to the Hudson River between 24th Street and Canal Street.

equivalent of full time and part time employees. The computation will only count full time equivalents in units of 20. For example, if there are 319 full time employees in the bargaining unit, the Employer may still only contract out 840 hours per week. If there are 320, it could contract out 896 hours per week. No work covered by this agreement may be contracted out if any bargaining unit employee is on layoff. Except in an emergency, no non-bargaining unit security officers may be used in a student housing facility under this paragraph B. No bargaining unit employee will be removed from a post and replaced by a contract guard, unless the bargaining unit employee's assignment was a temporary one of thirty days or less. Any contract guards stationed inside or adjacent to any NYU bookstore must be counted in computing the number of hours permitted under this paragraph B. The Employer will give the Union a weekly list showing the contract companies used, the number of guards used, the hours worked and the location where the guards worked.

ARTICLE 22 - JOB OPENINGS

A. The Employer shall post, conspicuously, on suitable bulletin boards all new job openings and all new job vacancies

to provide the Employees covered by this Agreement opportunities to be considered for such job openings and job vacancies.

B. Officers who have voluntarily applied for a posted position, and who have been temporarily assigned to the position for the trial 45 day period by the Department, and subsequently are retained in that position after the trial period, must remain in that position for a minimum of one (1) year from the date of assignment. After the one (1) year period a security officer shall be eligible to apply for an open position.

ARTICLE 23 - DEATH OF EMPLOYEE

If any Employee dies after becoming entitled to, but before receiving any wage or pay hereunder, it shall be paid to his/her estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to welfare and pension benefits where the rules and regulations of the Plans shall govern.

ARTICLE 24 - GOVERNMENT DECREES

A. If because of legislation, governmental decree or order, any increase or benefit herein provided is in any way blocked, frustrated, impeded or diminished the Union may upon

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ten (10) days notice require negotiation between the parties to take such measures and reach such revisions in the contract as may legally provide substitute benefits and improvements for the Employees, at no greater cost to the Employer. If they cannot agree, the dispute shall be submitted to arbitration.

B. In the event that any provision of this contract requires approval of any government agency, the Employer shall cooperate with the Union with respect thereto.

ARTICLE 25 - PROBATIONARY PERIOD

Each employee shall be on probationary status during the first 12 months of employment, [excluding time lost for sickness and other leaves of absence]. During, or at the end of the probationary period, the Employer may discharge any such employee and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. Extension of the probationary period may be agreed upon by the Employer and the Union.

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